

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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L & L WINGS, INC.,	:	ECF CASE
	:	
Plaintiff,	:	07 Civ. 4137 (BSJ) (GWG)
- against -	:	
MARCO-DESTIN INC., 1000 HIGHWAY	:	DECLARATION OF LANSING
98 EAST CORP., PANAMA SURF &	:	R. PALMER IN SUPPORT OF
SPORT, INC. and E & T INC.,	:	MOTION OF DEFENDANTS
	:	1000 HIGHWAY 98 EAST CORP.
Defendants,	:	AND PANAMA SURF & SPORT,
	:	INC. FOR SUMMARY JUDGMENT

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LANSING R. PALMER declares under penalty of perjury:

1. I am a member of the Bar of the State of New York and of this Court. I am also a member of the firm of Akerman Senterfitt LLP, attorneys for all Defendants in this action, including Defendants 1000 Highway 98 East Corp. and Panama Surf & Sport, Inc. (the "Moving Defendants").
2. Annexed hereto as Exhibit A is a true and correct copy of Plaintiff's Complaint in this action, dated May 23, 2007 and filed May 29, 2007. This Declaration is respectfully submitted in support of the Moving Defendants' motion for an Order pursuant to Fed. R. Civ. P. 56 granting summary judgment dismissing Plaintiff's Complaint as to the Moving Defendants, with prejudice.
3. The gravamen of Plaintiff's Complaint is the alleged breach by all Defendants of a certain "Licensing Agreement," dated as of November 1, 1998, described in Plaintiff's Complaint as a "License Agreement." See Complaint ¶ 15.

4. Although plaintiff alleges in Plaintiff's Complaint that "A copy of the License Agreement is annexed hereto as Exhibit A" (Complaint ¶ 15), no document was annexed to the Complaint when it was filed in this Court.

5. When this omission was brought to the attention of Plaintiff's counsel, I was assured that a copy of the Licensing Agreement would be filed in the record of this action.

6. The electronic docket sheet in this case indicates that an additional attachment to Document Number 1 was "added on 9/5/2007." If there is such an attachment, it has never been scanned and linked.¹

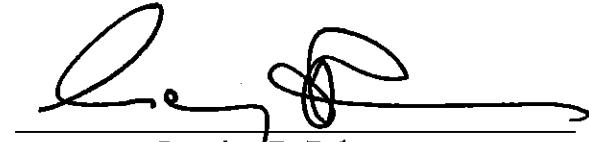
7. Annexed hereto as Exhibit B is a true and complete copy of a document believed by the Moving Defendants to be the Licensing Agreement described in the Complaint as found in Defendants' files.

8. Annexed hereto as Exhibit C is the Affidavit of Dror Levy, Vice President of all four Defendants in this case, including the Moving Defendants, sworn to December 14, 2007, in support of the motion for summary judgment.

WHEREFORE, Defendants 1000 Highway 98 East Corp. and Panama Surf & Sport, Inc., respectfully request that this Court enter an Order pursuant to Fed. R. Civ. P. 56 granting summary judgment dismissing Plaintiff's Complaint as to these Defendants, adjudging that they have no liability and no obligations under the Licensing Agreement, and granting these Defendants such other and further relief as this Court may deem just and proper.

¹ On the assumption that this attachment was the Licensing Agreement, a senior Legal Assistant from this firm went to the Courthouse on December 13, 2007, to make a copy at my request. No copy of any such attachment or of the Licensing Agreement could be located despite the able assistance of personnel in the Records Room, who also made direct inquiry of Chambers for both Judge Jones and Magistrate Judge Gorenstein.

I declare under penalty of perjury that the foregoing is true and correct. Executed on
December 14, 2007.



Lansing R. Palmer